

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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RAMON VALDEZ, JOSE FRANCISCO TRUJILLO, and
GERARDO CALDERON,

Plaintiffs,

CV 12-1224
(NGG/LB)

-against-

SOMERSTEIN CATERERS OF LAWRENCE, INC.
PENSION PLAN, QUINN RESTAURANT CORP. d/b/a
WATER'S EDGE RESTAURANT, SINGH HOSPITALITY
GROUP, H&R CONVENTION & CATERING CORP.
HARENDRA SINGH, JAY JADEJA, and GERALD P. WOLF

Defendants.
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**STIPULATION
OF SETTLEMENT**

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs and Defendants Quinn Restaurant Corp. d/b/a Water's Edge Restaurant, Singh Hospitality Group, H&R Convention & Catering Corp., Harendra Singh and Gerald P. Wolf., through their undersigned attorneys of record, in reliance on mutual representation by each party that such party is not a minor or otherwise incompetent to contract, that:

1. Defendants, Quinn Restaurant Corp. d/b/a Water's Edge Restaurant, Singh Hospitality Group and H&R Convention & Catering Corp., shall pay Plaintiff Ramon Valdez the sum of \$1,000.00 in full settlement of all claims alleged by the Plaintiff Ramon Valdez in the Plaintiffs' complaint within thirty (30) days from the date of this Stipulation;

2. Defendants, Quinn Restaurant Corp. d/b/a Water's Edge Restaurant, Singh Hospitality Group and H&R Convention & Catering Corp., shall pay Plaintiff Gerardo Calderon the sum of \$1,000.00 in full settlement of all claims alleged by the Plaintiff Gerardo Calderon in the Plaintiffs' complaint within thirty (30) days from the date of this Stipulation;

3. Defendants, Quinn Restaurant Corp. d/b/a Water's Edge Restaurant, Singh Hospitality Group and H&R Convention & Catering Corp., shall pay Plaintiff Jose Francisco Trujillo

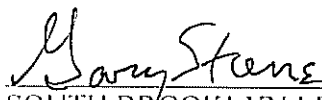
the sum of \$1,000.00 in full settlement of all claims alleged by the Plaintiff Jose Francisco Trujillo in the Plaintiffs' complaint within thirty (30) days from the date of this Stipulation:

4. The parties agree and acknowledge that there is no admission of liability or wrongdoing on part of the Defendants Quinn Restaurant Corp. d/b/a Water's Edge Restaurant, Singh Hospitality Group, H&R Convention & Catering Corp., Harendra Singh and Gerald P. Wolf with respect to the allegations set forth in the Plaintiffs' complaint;

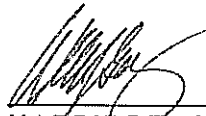
5. The parties agree to confidentiality and non-disclosure to the terms of this Stipulation, with sole exception that Plaintiffs' counsel may disclose the terms of this Stipulation if required to do so by government auditors having jurisdiction over the Plaintiffs or as otherwise required by law. Plaintiffs' counsel shall provide counsel for the Defendants Quinn Restaurant Corp. d/b/a Water's Edge Restaurant, Singh Hospitality Group, H&R Convention & Catering Corp., Harendra Singh and Gerald P. Wolf notice of demand for information received by any governing authority seeking information with respect to the terms of the Stipulation; and

6. This Stipulation can be executed in counterparts and when taken as a whole, shall constitute a fully executed Stipulation. Facsimile signatures shall be deemed original signatures. This Stipulation may be filed without further notice with the Clerk of the Court.

Dated: January 3, 2013



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